



# ARIZONA DEPARTMENT OF FINANCIAL INSTITUTIONS

## ESCROW RATE FILING FORM

This form must be submitted with all new filings, including those to change previously approved rate filings.

Company / Agency Name <u>Clear Title Agency of Arizona, LLC</u>		Contact Email <u>al.willey@cleartitle-az.com</u>	
Address <u>3131 East Camelback Road, Suite #200</u>	City <u>Phoenix</u>	State <u>AZ</u>	Zip Code <u>85016</u>
Type of Filing <input checked="" type="checkbox"/> New Rate Schedule <input type="checkbox"/> Change of Existing Approved Rates		Effective Date <u>August 1, 2011</u>	
Identify rate classification involved in this filing <u>Escrow Rate Manual</u>			

### Information included with this filing

- ☒ Cover letter including explanation of changes and justification
- ☐ Justification – check items
- |   |  |
|---|--|
| <input type="checkbox"/> Financial Analysis | <input type="checkbox"/> Comparison of Rate of other Escrow Agencies |
| <input type="checkbox"/> Statistics         | <input type="checkbox"/> Experience                                  |
| <input type="checkbox"/> Other              |  |

I, Al Willey (Filer's Name), being duly sworn, make oath and declare that I have been given authority by James B. Patterson, CEO (Company Officer's Name) to execute this filing on behalf of Clear Title Agency of Arizona, LLC (Company Name), and agree to and represent the following:

That the information contained herein, including exhibits and other information filed attached hereto and made a part hereof, are current, true, accurate, and complete under penalty of perjury, or un-sworn falsification to authorities, or similar provisions as provided by law; that, the jurisdiction(s) to which the rate filing is being submitted may conduct any investigation as to the legitimacy, accuracy and correctness in accordance with all applicable laws and regulations; that, if the above named individual has made a falsehood of a material fact in either the rate filing or in any documentation provided to support the foregoing rate filing, then the above named licensee may be subject to fines, fees, and penalties or other measures accordance with all laws and regulations.

I hereby verify that I am the above named individual, and certify by my printed name below that I have read the conditions stated above and agree to the language as stated.

Al Willey

July 15, 2011

Please save a copy for your records

Please email the completed rate filing along with supporting documents by creating an account at following the link and selecting Financial Services (financial@azdfi.gov) from the TO: drop down menu:  
<https://web1.zixmail.net/s/login?b=azdfi>

### FOR DEPARTMENT USE ONLY

7-18-11  
(Date Received)  
[Signature]  
(Analyst)  
7-25-11  
(Date)

- ☒ Approved  
☐ Withdrawn  
☐ Hearing  
☐ Additional Information / Correspondence

## PREFACE

An Escrow Fee is the amount charged for the acceptance of an escrow transaction and performance of the escrow duties by an Escrow Agent. The fee for a particular escrow transaction is based either on the "**Fair Value**" of the property or is a set flat charge each of which are determinable at the sole discretion of the Escrow Agent.

When the fee is based on the "**Fair Value**" of the property, the appropriate fee is calculated from schedules of charges where fee amounts are listed coinciding with the "**Fair Value**" amounts in increments of \$5,000.00.

There are various sub-categories of these fees based on the terms and conditions specific to each escrow transaction. The appropriate way to calculate a fee for each escrow transaction is the subject of this Schedule and General Rules relative thereto and a thorough understanding of the escrow transaction, this Schedule and the General Rules herein is required in order to charge correctly.

**CLEAR TITLE AGENCY OF ARIZONA, LLC**

**GENERAL RULES – RELATIVE TO ESCROW FEES, CHARGES & SPECIAL RATES**

**A. DEFINITIONS:**

**“Escrow”** means any transaction in which any escrow property is delivered with or without transfer of legal or equitable title, or both, and irrespective of whether a debtor-creditor relationship is created, to a person not otherwise having any right, title or interest herein in connection with the sale, transfer, encumbrance or lease of real or personal property, to be delivered or redelivered by that person upon the contingent happening or non-happening of a specified event or performance or non- performance of a prescribed act, when it is then to be delivered by such person to a grantee, grantor, promise, promisor, oblige, obligor, bailee, bailor, or any designed agent or employee of any of them. Escrow includes subdivision trust. (A.R.S. 6-801, as amended 1988)

**“Escrow Agent”** means any person engaged in the business of accepting escrows. (A.R.S. 6-801, as amended 1988)

Unless otherwise specified herein, whenever there is a reference to “Escrow Agent”, Escrow Agent shall mean Clear Title Agency of Arizona, LLC.

**“Escrow Business”** means a commercial activity characterized by the regular and continuous carrying on of escrow transactions. (A.R.S. 6-801, as amended 1988)

**“Fair Value”**

1. When a sale is involved the **“Fair Value”** means the full amount of the consideration paid to the Seller, including any encumbrances being assumed by the buyer and/or the **“Fair Value”** shall be determined from all available information, i.e., amount of encumbrances, assessed value, comparable sale data, etc. and this optional selection for determining the **“Fair Value”** is t the sole discretion of the Escrow Agent.

2. Where a sale is not involved the **"Fair Value"** shall be the principal amount of the loan.

**B. COMPUTATION OF THE BASIC ESCROW FEE:**

1. The Basic Escrow Fee is based on the **"Fair Value"** of the property as defined above in increments of \$5,000.00, including any fractional percentage thereof or a set flat charge.

2. Whenever any fractional percentage of the **"Fair Value"** is used, the fee arrived at will be rounded up to the next highest fee increment. For example, if the **"Fair Value"** is \$55,010.00, the Escrow Service Fee will be based on \$60,000.00.

**C. ACQUISITIONS OF UNDIVIDED INTERESTS:**

1. The Basic Escrow Fee for a single escrow transaction that involves the same purchaser purchasing the undivided interest(s) in a specific or multiple properties, shall be based on the amount of the interest conveyed, the consideration paid to the Seller or the **"Fair Value"** thereof, whichever is greater.

**D. MULTIPLE SALES OR EXCHANGES:**

1. The Basic Escrow Fee is calculated on the **"Fair Value"** of each property being conveyed, even though there may be common parties involved in these multiple or single escrow transactions and/or concurrent recordings.

**E. MINIMUM FEES, CHARGES, DISCOUNTS, SPECIAL FEES AND SPECIAL RISKS:**

1. The fees herein are minimum charges. Additional charges will be made when unusual conditions are encountered, when special risks are assumed or when special services are provided as deemed necessary by reason of terms and conditions set forth in the escrow transaction.

All discounts, special fees, etc. will be rounded to nearest dollar (e.g. an Investor Rate of 70% of Basic Escrow = \$862.54 rounded to nearest dollar would equal \$863.00).

**F. CANCELLATION FEES AND CHARGES:**

1. Intentionally Omitted

**G. RATES, FEES AND CHARGES IN EFFECT PRIOR TO FILING:**

1. All rates and fees contained herein become effective when approved by the Superintendent of Financial Institutions or by operation of law.

**SCHEDULE OF ESCROW FEES**

**A. BASIC ESCROW FEE (SALE):**

The minimum charge of 100% of the Basic Escrow Fee shall be based upon the "Fair Value" of the property being conveyed in the escrow transaction, but shall not be less than \$358.00. If additional charges are applicable, all such additional charge shall be identified and described separately on the final settlement statement.

**B. BASIC ESCROW FEE (SALE AND LOAN FEES):**

1. If no transfer of title is involved the fee for escrow services will be 100% of the Basic Escrow Fee on the first loan plus \$75.00 for each additional loan.
2. When conducting a sale and loan escrow simultaneously (including seller carryback situations), covering identical property, the fee for escrow will be 100% of the Basic Escrow Fee plus \$100.00 per loan.

Note; The loan fees above shall be charged to the party(s) responsible for obtaining the loan, unless otherwise indicated in writing between the parties and acknowledged by their respective signatures. No Development Discount(s) will be applied to the \$75.00 and \$100.00 additional loan fee regardless of who pays this fee or how it is split.

3. When escrow services are provided for construction loans where the lender requests additional services, such as obtaining lien waivers, architectural approval, etc. the customer shall be charged one-half of one percent (1%) of the loan amount. Minimum \$358.00

**C. BASIC ESCROW FEE (Leasehold):**

1. The minimum charge on the sale of the Leasehold Interest (excepting therefrom Oil, Gas or Mineral Leases) shall be 100% of the Basic Escrow Fee computed upon the "**Fair Value**" of the property leased.
2. The Basic Escrow Fee on an escrow transaction involving the sale of an Oil, Gas or Mineral Lease Estate, shall be as negotiated, based on the services rendered.

**D. BASIC ESCROW FEE (Refinance):**

A "**Flat Fee**" will be provided for escrow services to the lender and borrower in a refinance transaction. This flat fee will be utilized regardless of the amount of the new loan or previous loan.

1. On residential property of one-to-four units:

A. A fee of \$200.00 shall be charged for escrow services to volume user institutional lenders and their borrowers and shall include two (2) demands and the issuance of up to five (5) checks. Any checks issued over five (5) shall be charged at the rate of \$10.00 per check and \$25.00 for each demand over two (2).

B. A fee of 80% of the Basic Escrow Fee based upon the new loan amount will be charged for escrow services to customers other than volume user institutional lenders and their borrowers.

C. A Bundled Refinance Rate of \$400.00 shall be applicable for volume user institutional lenders and their borrowers. This fee includes the Escrow refinance fee, one (1) courier fee, one (1) federal express fee, one (1) e-doc fee, one (1) wire fee, one (1) recon/tracking fee and one (1) refinance recording fee.

2. The charge for a Loan Escrow that involves the preparation of Lender Escrow Instructions by Escrow Agent shall be a minimum of 100% of the Basic Escrow Fee.

3. The charge for an escrow transaction that involves the revamping, replacement, refinance or finance wherein the subject property is other than individual residential, such as commercial, multiple units, etc. shall be a minimum of 100% of the basic escrow fee and shall be based upon the principal amount of the new loan.

4. The charge for an escrow transaction that involves the revamping, replacement, refinance and financing, wherein the subject property is out of state residential, shall be \$350.00.

**E. Basic Mini-Escrow Fee:**

A. Commercial transactions not to exceed \$1,000,000

A mini escrow is an escrow function, which provides only the following services by the escrow agent:

- a) wire for loan payoff statements and disburse loan proceeds in order to eliminate matters of record.
- b) prepare a transaction closing statement for the parties
- c) issue up to five (5) checks. Additional checks in excess of five (5) would be charged at the rate of \$10.00 per check.
- d) coordination and recordation of documents.

Fees charged by the County Recorder are a separate charge not included herein.

**Charge:** \$225.00 plus actual costs incurred by Clear Title Agency of Arizona in closing the transaction.

B. Residential transactions

A mini escrow is an escrow function, which provides only the following services by the escrow agent:

- a) write for loan payoff statements and disburse loan proceeds in order to eliminate matters of record
- b) prepare a transaction closing statement for the parties
- c) issue up to five (5) checks. Additional checks in excess of five (5) would be charged at the rate of \$10.00 per check
- d) coordination and recordation of documents.

Fees charged by the County Recorder are a separate charge not included herein.

Charge: \$200.00 plus actual costs incurred by the Clear Title Agency of Arizona in closing the transaction.

**F. Basic Sub-Escrow and Sign Up Service Fee**

A. Sub-escrow service may be provided in support of primary escrow holder for a minimum Charge of \$150.00 per escrow. Services available under this section are restricted to:

- i. The receipt of funds and written instructions from the escrow holder and from a lender whose loan will be insured.
- ii. The disbursement of such funds for the elimination of matters affecting title, but only to the extent authorized under such instructions.

B. The duties of the escrow agent shall be only the taking of Signatures on documents provided by customer and coordination and recordation of those documents. Fees charged by the County Recorder are a separate charge not included herein.

**Charge:** \$150.00, plus actual costs incurred by the Company in closing the transaction.

**G. Business or Personal Property Escrow Fee**

The following fees will be used in connection with the sale of a business or personal property, and escrows, which do not include the issuance of title insurance.

Charge: 150% of Basic Rate, plus actual costs incurred by Clear Title Agency of Arizona in closing the transaction.

**H. REO Volume Escrow Rate**

This rate shall be applicable when handling Escrow transactions that are the result of an institutional lender acquiring property by Foreclosure or Deed in Lieu of Foreclosure. The Basic Rate shall apply for those transactions from \$0.00, up to and including \$100,000.00 sales price. Then, the rate shall be \$1,390.00 per closing, up to and including \$1,000,000.00 sales price. The Basic Rate shall apply for those transactions in excess of \$1,000,000.00 sales price. Other ancillary rates shall also apply on these transactions.



#### **I. Short Sale Fee**

This rate shall be applicable when handling transactions where the existing lienholder(s) agree to accept a payoff amount less than their existing lien. The rate shall be \$1,000.00 per closing, up to and including a \$500,000.00 sales price. The Basic Rate shall apply for those transactions in excess of a \$500,000.00 sales price. Other ancillary rates shall also apply on these transactions.

#### **J. Bundled Short Sale Rate**

This rate shall be applicable when handling a short sale transaction where the existing lienholder requires a bundled rate. The rate shall be \$1,333.00 per closing, up to and including a \$450,000.00 sales price.

The Short Sale Fee, plus \$455.00 (bundled fee cost) shall apply for those transactions where the lienholder requires a bundled rate for those transactions in excess of a \$450,000.00 sales price, up to and including \$550,000.00. Other ancillary rates shall apply on these transactions.

The Basic Rate shall apply for those transaction in excess of \$550,000.00 sales price. Other ancillary rates shall apply on these transactions.

#### **K. Out of State Sale/Purchase Escrow Rate**

This rate shall be applicable when handling out of state residential sale/purchases. The rate shall be \$1,000.00 per closing, up to and including a \$500,000.00 sales price. The Basic Rate shall apply for those transactions in excess of a \$500,000.00 sales price. Other ancillary rates shall also apply on these transactions.

## **\*\*SPECIAL RATES AND FEES\*\***

### **A. Additional Work Charge Fee:**

There will be an additional escrow work charge fee for any additional work over and above the normal processing in an escrow transaction at the rate of \$75.00 per hour with a one-hour minimum. In the event that the additional work charge fees are being performed by the Escrow Officer, then a "flat rate" can be determined and agreed to by the Company and the parties to the escrow, in lieu of the Additional Work Charge Fee.

### **B. Contractual Rate:**

Separate contracts may be entered into under specific conditions where no compensatory escrow service charge has been provided for in this Rate Manual or for volume users placing 100 or more orders. In any such event, an escrow charge shall be made as may be "contractually" agreed upon by and between the Company and the parties to the escrow. The **minimum** escrow charge under this section shall be \$75.00.

### **C. Document Preparation Fee:**

A charge for preparation of any documents over and above one deed, one promissory note and one deed of trust in a single transaction. The escrow charge under this section shall be \$150.00.

### **D. Dormancy Fee:**

Dormant funds as evidenced by stale-dated checks (90 days), outstanding checks, inactive escrow account will be maintained at a charge of \$25.00 per month, beginning six (6) months (180 days) from the date the initial check was disbursed or the date the funds became available for disbursement. Maintenance service will include one or a combination of the following: one written letter within three (3) months before implementation of the charge, three (3) local or long distance telephone calls to exceed a \$10.00 expense and general index name search. Any additional service shall be charged at the rate of seventy-five dollars (\$75) per hour, plus actual costs from third parties (i.e., skip-trace, private investigator) up to such time as any remaining funds properly escheat by law to the State of Arizona.

### **E. Employee Rate:**

1. This rate applies only to an employee's primary residence.
2. This rate is available to all full-time current employees (with 90 days or more of service) of Clear Title Agency of Arizona, LLC and any subsidiaries or affiliates of which either owns a majority interest. There shall be no rate to employees of other title insurers or their agents.

3. This rate shall not be extended to entities owned by the employee of, if the Employee is/will be in title with others that are not the employee's spouse or children.
4. This rate constitutes a waiver of the escrow fee that would otherwise be charged to the employee by established custom, as a party to the transaction.

**F. Family Assistance:**

Family Assisted Loan Programs as provided by qualified lending institutions shall be charged an escrow rate equal to Eighty percent (80%) of the applicable basic escrow fee. This special rate, if requested, shall not be available in combination with other special rates.

Minimum \$358.00

**G. FHA "Streamline" and VA Refinance:**

a) The charge for an escrow transaction that involves a new FHA "Streamline" loan shall be \$150.00.

b) The charge for an escrow transaction that involves a new VA Refinance loan shall be \$175.00.

**H. First Time Home Buyers:**

First Time Home Buyers shall be charged an escrow rate equal to Eighty percent (80%) of the applicable basic escrow fee. This special rate, if requested, shall not be available in combination with other special rates.

Minimum \$358.00

**I. Governmental Rates:**

Separate contracts may be entered into with governmental, state or municipal agencies for the performing of escrow services, for such charges as may be agreed upon by and between the Company and the agency.

**J. Holdbacks:**

The fee will be \$100.00 per holdback to include up to five (5) disbursements. Any disbursements over five (5) will be at the rate of \$25.00 per additional check.

**K. Inspection Fee:**

A fee in the amount of Seventy-five dollars (\$75) shall be charged for each Inspection in connection with an escrow. Rush Service shall be made available by request and will contain a one time additional Rush Service Fee of Twenty-five dollars (\$25). A request made for an Inspection within 48 hours is a "Rush" and will be charged a "Rush Service Fee".

**L. Interest Bearing Account:**

There will be a charge of \$35.00 to any party in a transaction requesting their funds on deposit in escrow to be deposited to an interest bearing account.

This fee will cover setting up the interest bearing account.

**M. Internal Runner Service Fee:**

A fee of \$20.00 per file will be charged when Clear Title Agency of Arizona employees are used as a courier.

**N. Courier Service Fee:**

This fee shall be charged when courier services must be employed to retrieve or send documents either to or from parties to the escrow. There will be a charge of \$25.00 per pickup or delivery. Courier services may be provided to high-volume accounts at rates agreed upon by and between the Company and such account(s): such fees shall not be less than zero nor more than 200% of the applicable rate.

**O. Investor Rate:**

1. This rate is available to a person who in the ordinary course of their business invests in real estate, so that it may produce a revenue, income or profit from its employment.
2. The rate is only applicable to those fees which are being paid for by the Investor.
3. This rate cannot be applied to any portion of an escrow fee, which is already less than the full fee, a minimum fee or a flat fee. For example, a Subdivider/Builder escrow fee is calculated on a percentage of the full escrow fee; therefore, the rate set forth herein would not apply to the remaining portion thereof.
4. The escrow fee to an investor shall be 70% of the applicable escrow fee. The rate shall be available to real estate brokers and real estate agents licensed by the State of Arizona.

**P. Overnight Delivery Fee:**

There will be a charge of \$25.00 per package when an outside overnight courier service (i.e. UPS, Airborne, Federal Express, Express Mail, etc.) is required in an escrow transaction.

**Q. Manufactured Housing and Motor Vehicle Services:**

An additional fee of \$125.00 shall be charged on any transfer of title to motor vehicles or mobile homes through the Arizona Department of Motor Vehicles. The fee shall be charged for each title transferred or encumbered.

**R. Police – Fire – Educator**

Escrow customers employed in law enforcement, fire/emergency services or teaching/education, shall be charged an escrow rate equal to Eighty percent (80%) of the applicable basic escrow fee. Applicable parties shall be verified by Lender on application or by identification proving employment in stated category. This special rate, if requested, shall not be available in combination with other special rates.

**S. Receipt of Electronic Documents: This rate has been withdrawn**

When loan documents are received via electronic transmission (e-mail), there will be a charge of \$25.00 per electronically transmitted loan package. (If loan documents are transmitted more than one through no fault of Clear Title Agency, there will be an additional charge of \$25.00 per transmission.)

**T. Reconveyance Fee:**

The charge for reconveyance services; including execution of partial or full releases or reconveyances, shall be \$75.00 per release.

**U. Reconveyance Tracking Fee:**

When a loan is paid in full at the close of escrow on a residential dwelling or vacant land; and a release is not available for recordation at close of escrow, a non-refundable fee of \$75.00 per lien will be charged for following up and assuring that a lien release is recorded. This charge shall not apply to commercial transactions or transactions where no loan with an original principal balance less than the maximum amount specified in A.R.S. §33-707E is paid in escrow.

In the event that a third party vendor provides the tracking and recording service, then the tracking and recording fee charged will be the exact amount billed by the third party provider, if greater than \$75.00 per lien.

**V. Recording Fee (non-refundable):**

1. The recording fees are set as follows:

Refinance Escrow	\$40.00 per transaction
Builder Escrow	\$50.00 per transaction
Resale Escrow	\$50.00 per transaction

These are the minimum charges for recording documents with the applicable county recorder. If the actual charge by the recorder's office exceeds \$50.00, the actual charge will be that which is charged by the recorder's office.

2. Commercial transactions will charge actual recording fees and are exempt from the above-filed flat recording rates.

**W. Senior Citizens:**

Escrow customers sixty-five (65) years of age and older shall be charged Eighty percent (80%) of the applicable basic escrow fee. This special rate; if requested, shall not be available in combination with other special rates. Minimum \$358.00

**X. Relocation Rate:**

1. The escrow fees for an individual relocated, as described herein, shall be 50% of the applicable escrow rate.
2. This relocation rate is available to an "individual who relocates" through their respective corporations or relocation companies, and is acquiring an existing single family residential unit for use as their primary residence due to a change in either a county or state relocation of their primary residence.
3. This rate is only applicable in connection with those costs, which the Relocated would normally pay by established custom, as a party to the transaction.

**Y. Subdivision Trust Charges:**

The following charges are the rates applicable for accounting and other services rendered in connection with subdivision trust escrows pursuant to the instructions of the parties hereto.

**A. Acceptance Rate:**

- |                             |          |
|-----------------------------|----------|
| 1. Single Beneficiary Trust | \$200.00 |
| 2. Double Beneficiary Trust | \$250.00 |
| 3. Junior Beneficiary Trust | \$250.00 |

**B. Annual Rate:**

- |                             |          |
|-----------------------------|----------|
| 1. Single Beneficiary Trust | \$200.00 |
| 2. Double Beneficiary Trust | \$250.00 |
| 3. Junior Beneficiary Trust | \$250.00 |

**Note 1:** An additional charge of \$25.00 to be added for each beneficiary in excess of the defined number as it applies to A-1, 2 and 3: B-1, 2 and 3.

**Note 2:** "Beneficiary" as referred to herein is defined as follows: One married couple, one party as his sole and separate, one partnership (general, limited or joint venture) or one corporation

C. Accounting and Administrative Services:

1. Broker's Commission

- a. Acceptance Fee \$75.00
- b. Annual Fee 50.00

**Note:** For each additional Broker or payee, add \$25.00 for each payee in excess of one.

2. Collateral Assignment of Beneficial Interest

- a. Acceptance Fee \$75.00
- b. Annual Fee \$50.00

**Note:** In the event any Collateral Assignment contains release provisions and/or additional administrative or accounting services, the annual fee will be \$75.00.

3. Assignment of Collateral Assignment of Beneficial Interest \$75.00

4. Deed and Assignment of Beneficial Interest \$75.00

5. Assignment of Funds or Money Assignment

- a. Acceptance Fee \$75.00
- b. Annual Fee \$50.00
- c. Change of Payee \$50.00

**Note:** For each payee in addition to one, an additional charge of \$25.00 will be made.

6. Change of Payee under Trust Obligation \$50.00

**Note:** For example, decree of distribution sole/separate property after the initial acceptance of the Trust by written notice of the beneficiary, etc.

7. Savings Accounts, Impound Accounts, Time Certificates of Deposit, or Letters of Credit to be held by the Trustee for Depositories

- a. Acceptance Fee \$50.00

8. Review and Analysis of Trust Accounts per employee per hour \$50.00

9. Acceptance of Amendment to Trust Agreement \$75.00

10. Leases and Certificates of Purchase (State or Federal)
  - a. Acceptance Fee \$75.00
  - b. Annual Fee \$50.00
11. Options to Purchase
  - a. Acceptance Fee \$75.00
  - b. Annual Fee \$50.00
12. Easement Fee (or execution of any other miscellaneous Instrument) \$15.00
13. Additional parcels of property added to Trust
  - a. Per parcel \$50.00
14. Deed Fee (per deed) \$15.00

**Note:** An additional \$1.50 will be charged for each lot or parcel in excess of one. Maximum additional fee \$15.00

15. Closing or distribution fee
  - a. Single Beneficiary Trust, minimum \$100.00
  - b. Double Beneficiary Trust, minimum \$200.00

**Note:** If all the property in the trust is sold or conveyed by the Trustee in the normal course of handling the subdivision, there will be no closing or distribution charge.

16. The rates for collection services for transactions creating a deferred obligation payable to a trustee of a subdivision trust wherein the subject property of said transaction is an unimproved lot or parcel as defined in A.R.S. 32-2101 are as follows:
  - a. Acceptance charge \$50.00
  - b. Annual charge \$75.00

The rates under Section 16 shall apply only to collection services established after the effective date of this filing.

17. Substitution of Trustee for purposes of non-judicial foreclosure is a fee Of \$100.00

**Note:** This fee will be charges for Trustee's Sales conducted outside of the county in which the trust is being administered and the new Trustee has requested copies of documents, accounting records, execution of Trustee's Sale, Substitution of Trustee, etc.



**Z. Subdividers And Builders Rates Relating To The Sale To A Consumer Home Buyer or Lot Purchaser:**

1. These rates are available to a builder, contractor, developer or subdivider; hereinafter referred to as builder/developer, customarily engaged in such a business, and shall apply only when the transaction involves the sale to a consumer home buyer or lot purchaser.
2. These rates are applicable only to the basic escrow fee: (Sale), (Loan), (Sale and Loan Fee) and (Leasehold) set forth above.
3. The amount of the adjustment to the basic escrow fee is dependent upon the number of units.
4. The number of units shall be determined by adding the number of units being developed in recorded subdivisions and the number of proposed units in additional parcels, all of which are owned by the builder/developer.
5. The ultimate rate charged the builder/developer is calculated as follows:

1 to 15 Units	70% of Basic Escrow Rate
16 to 30 Units	60% of Basic Escrow Rate
31 to 70 Units	50% of Basic Escrow Rate
71 to 200 Units	40% of Basic Escrow Rate
201 to 1,199 Units	30% of Basic Escrow Rate
1,200 to more Units	27% of Basic Escrow Rate

**AA. Subdividers and Builders Rates Not Relating To The Sale To A Consumer Home Buyer or Lot Purchaser:**

1. These rates are available to a builder, contractor, developer or subdivider, hereinafter referred to as builder/developer; customarily engaged in such a business when the transaction is other than a sale to a consumer home buyer or lot purchaser.
2. These rates are applicable only to the Basic Escrow Fee; (Sale), (Loan), (Sale and Loan Fee) and (Leasehold) set forth above.
3. The amount of the adjustment to the basic escrow fee is dependent upon the dollar amount of the transaction.

4. The ultimate rate charged the builder/developer is calculated as follows:
- Up to \$5 million transaction 70% of Basic Escrow Fee
  - Over \$5 million to \$15 million 55% of Basic Escrow Fee
  - Over \$15 million transaction 60% of Basic Escrow Fee

**BB. Signing Service Fee**

The duties of the escrow agent shall be only the taking of signatures on documents provided by the customer and coordination and recordation of those documents. Fees charged by the County Recorder are a separate charge not included herein.

In the event that a third party vendor provides the signing service, then the fee charged will be the exact amount billed by the third party.

**CC. Wire Fee- this rate has been withdrawn**

There will be a wire fee of \$20.00 per wire for wires received by or sent from a Clear Title of Arizona escrow bank account.

**DD. Escheat Servicing Fee**

Pursuant to A.R.S. 44-317 And Accounting Fee

The Company will charge a \$50.00 service fee for the processing and administration coincidental with any unclaimed funds. This one time \$50.00 charge will be earned by the Company after the Company has made a diligent effort to locate the party which includes written notice.

**EE. Superior Service Guarantee**  
This fee has been withdrawn.

#### **FF. Homeowners Benefit Program Rate**

This rate will be applicable when handling Escrow transactions that are the result of an individual being a part of the Homeowners Benefit Program. The charge will be 65% of the Basic Escrow Rate. Other ancillary rates shall apply on these transactions.